

A short summary of the Termination to appear in the Surface Transportation Board Index is as follows:

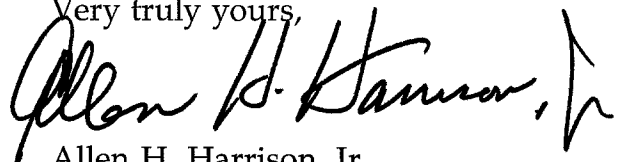
Letter to Mr. Williams
Page 2
December 9, 1997

"Complete termination of Interim Use Agreement recorded under
Recordation No. 20811."

Enclosed is a check in the amount of twenty-four dollars (\$24.00) in payment
of the filing fee.

Once the filing has been made, please return to the bearer the stamped
counterpart(s) of the document not required for filing purposes, together with the
letter/fee receipt from the Surface Transportation Board acknowledging the filing,
and the two extra copies of this letter of transmittal.

Very truly yours,

A handwritten signature in black ink, appearing to read "Allen H. Harrison, Jr.", with a stylized flourish at the end.

Allen H. Harrison, Jr.

*Attorney for the purpose of this
filing for Alabama Power Company.*

The Honorable Vernon A. Williams
Secretary
Surface Transportation Board
1925 K Street, N.W.
Washington, D.C. 20423-0001

Enclosures

BY HAND

8202-020

20811-A

DEC 19 '97

11-36AM

TERMINATION OF AGREEMENT

Termination of Agreement dated December 19, 1997, between Thrall Car Manufacturing Company, an Illinois corporation with its principal offices located at 2521 State Street, Chicago Heights, Illinois 60411 ("Thrall"), and Alabama Power Company, an Alabama corporation with its principal offices located at 600 North 18th Street, P. O. Box 2641, Birmingham, Alabama 35291-2454 ("Customer").

WHEREAS, Thrall and Customer are parties to an Interim Use Agreement dated August 4, 1997 (the "Agreement") with respect to 377 Avalanche® railcars bearing car numbers JHMX97001 through 97377, inclusive, and 62 Avalanche® railcars bearing car numbers JHMX97378 through 97625, inclusive (the "Cars"); and

WHEREAS, the Agreement was duly filed for recordation with the Surface Transportation Board of the Department of Transportation (the "Board") on August 7, 1997, at 1:39 p.m. and given Recordation Number 20811; and

WHEREAS, Thrall and Customer desire to terminate the Agreement with respect to the Cars and to record such termination with the Board;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, receipt of which is acknowledged, the parties hereby agree as follows:

1. Thrall and Customer hereby terminate the Agreement, effective December 19, 1997, with respect to the Cars described above; provided, however, that nothing contained in this Termination of Agreement shall affect the rights and liabilities of the parties under the Agreement with respect to acts, events or omissions occurring on or prior to the date hereof.
2. Customer shall record this Termination of Agreement with the Board in order to release any lien created by or arising out of the Agreement with respect to the Cars described above.
3. This Termination of Agreement may be executed in multiple counterparts which taken together shall constitute a single instrument.

THRALL CAR MANUFACTURING COMPANY

By: [Signature]
Title: Chief Administrative Officer
and General Counsel

ALABAMA POWER COMPANY

By: [Signature]
Title: Executive Vice President and
Chief Financial Officer

STATE OF Illinois

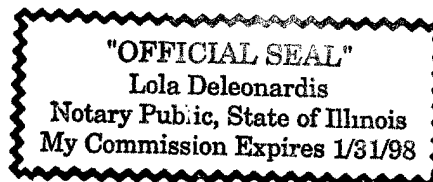
COUNTY OF De Kalb, ss:

On this 18th day of December, 1997, before me personally appeared MICHAEL E. FLANNERY to me personally known, who being by me duly sworn, says that [s]he is the CHIEF ADMINISTRATIVE OFFICER of Thrall Car Manufacturing Company, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and [s]he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation. *and General Counsel*

Lola Deleonardis
Notary Public

[NOTARIAL SEAL]

My commission expires: 11/31/98



STATE OF ALABAMA

COUNTY OF Jefferson, ss:

On this 17th day of December, 1997, before me personally appeared William B. Hutchins, III to me personally known, who being by me duly sworn, says that [s]he is the E.V.P. & Chief Financial Officer of Alabama Power Company, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and [s]he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Elizabeth McGuire
Notary Public

[NOTARIAL SEAL]

My commission expires: 3/5/98